

## **EXHIBIT L**

SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

PACIFIC WATER TECHNOLOGY, LLC,  
SPRUCE WATERS INVESTMENTS, LLC,  
INDIANA WATER TECHNOLOGY, LLC,  
A&R WATER SUPPLY, LLC, BLC WATER  
COMPANY, LLC, GRANITE STREET  
VENTURES, LLC, RUMSON WELLNESS,  
LLC, BROWN FAMILY ENTERPRISES,  
LLC, KMANDY INVESTMENTS, L.L.C.,  
EVER UPWARD, INC., SUN A WY, LLC,  
SIRIPI WST, LLC, LIVINGWATER  
STATION, LLC, GRAYFIN VENTURES,  
LLC, PRASITI WATER INVESTMENTS,  
LLC, JBF CONSULTING SERVICES, LLC,  
COCO AQUA, LLC, Q & V LLC,  
WATERSTATION TECHNOLOGY OF  
ROCKVILLE, ARRAVEND, LLC,  
FLATLANDS EQUIPMENT, LLC, C&C  
INVESTMENT HOLDINGS, LLC, GREAT  
OAK WATER, LIMITED LIABILITY  
COMPANY, WV WATER TECH, LLC,  
KDAWG CRYPTO, LLC, CULMINATE  
WATER TECHNOLOGY, LLC, CHUGIT,  
LLC, CHAURISHI RETAIL ENTERPRISES,  
LLC, PROGRESSIVE PARTNERS, LLC, 210  
SA HOLDING, LLC, WST UTAH LLC,  
V2S2, LLC, CYBORG HOLDINGS, LLC,  
ASH VENDING, LLC, ADVENTURE DONE  
RIGHT, LLC, BIG BOY TOOLS LLC,  
ROMAN JAROSIEWICZ, ABBY WYATT  
GROUP, INC., AIDEN WATERWORKS,  
LLC, HOREB WATER SOLUTIONS, LLC,  
SILVER OAK H2O, LLC, NS SQ ECO  
WATERS, LLC, JK SEVEN LLC, JEFFREY  
BROOKE, OED PROPERTIES LLC, JLE

NO. 24-2-02887-31

PLAINTIFFS' FIRST REQUESTS FOR  
PRODUCTION TO DEFENDANT FIRST  
FED BANK

1 ENTERPRISES, LLC, BE OF SERVICE, LLC,  
2 ETANIA, LLC, NIRA ENTERPRISES, LLC,  
3 FACTS PROPERTY SERVICES, LLC,  
4 IMLSUNSHINE, LLC, REDWATERS, LLC,  
5 STARTER HOLDINGS, LLC, HELMUT  
6 GIEWAT, MAY AUERBACH, ROYAL  
7 RESERVOIRS, LLC, AQUALUX WATER  
8 LLC, RCWSTECH1157, LLC,  
9 COLEWSTECH, LLC, MAJI 8377, LLC,  
10 OAKS WATERSTATION TECH, LLC, SDB  
11 H2O, LLC, WST, LLC, HALF FULL  
12 VENDING, LLC, RDWSTECH3594, LLC,  
13 ROSE TRAIL VENTURES, LLC, AND ROSE  
14 TRAIL VENTURES 2, LLC, PRAVIN  
15 THAKKAR JR, KWANSOO LEE, DDS, TOM  
16 ANDERSON, ABBEY ANDERSON, BRIAN  
17 CHU, DDS, LARINA CHU, DAVID  
18 SCHROEDER, SARAH SCHROEDER,  
19 REGINALD FRANKLIN, ANGEL  
20 FRANKLIN, DYLAN ROSS, TAYLOR  
21 ROSS, CODY BISHOP, DAVID BROWN,  
22 KARTHIKA MANDYAM, DAVID  
23 BERANEK, SUSAN PINKERTON,  
24 RADHIKA SIRIPIREDDY, KARL  
25 SCHOENLEBER, JAMES SARTAIN,  
NIRUPA KESKAR, JOHN FLACK, TRUNG  
NGUYEN, LI LIANG, TAN QUAN  
NGUYEN, ASHOKA SHEANH, MATHEW  
FELLOWS, CHARLES COGGINS, THOMAS  
WAWERSICH, JASON BLOUGH, MICHELE  
BLOUGH, KAREN LAVIN, PADMA  
KANDIKONDA, PAVAN KANDIKONDA,  
JAMES VILT II, BASANT KUMAR,  
RADHIKA KAMALLA, MARC  
HILDEBRAND, DEBRA HILDEBRAND,  
MERRILL STODDARD, DANIELLE  
STODDARD, VENKITA SHARMA,  
TIMOTHY DAILEY, ROBERT HOERY,  
STEFANI HOERY, SEAN DONE, ANNA  
DONE, STERLING DAVIS, MARK  
FLEMING, STACEY FLEMING, BO YANG,  
STEVEN WELLS, DUSTIN BRAEGER,  
NAVANEETH KUMAR, WILLIAM WHITE,  
JEANNETTE WHITE, JEFFREY BROOKE,  
JOSHUA OED, JAMES ESTES, ADRIA  
ESTES, MICHAEL BAILEY, KARTHIGA  
JAYARAM, KARTHIKEYAN  
RAMPRASATH, ARCHAN TLKOTI,  
AASHISH PAREKH, JACOB

1 LETOURNEAU, KARLA LETOURNEAU,  
2 KONDA REDDY GADI, SREELAKSHMI  
3 SIRIPURAM, JOSHUA LEYKAM, PAIGE  
4 LEYKAM, HELMUT GIEWAT, DEREN  
5 FLESHER, DDS, GARY YOUNG, HEIDI  
6 YOUNG, RONALD COLE, DDS, JAMES  
7 WALKER, DDS, DUANE OKAMOTO,  
8 LINDA OKAMOTO, SCOTT BURAU, DDS,  
9 BRAD BURAU, DDS, JOSH MCNARY,  
10 ROBERT DOST, DDS,

11 Plaintiffs,

12 v.

13 RYAN R. WEAR and REBECCA A. SWAIN,  
14 CREATIVE TECHNOLOGIES, LLC d/b/a  
15 WATERSTATION TECHNOLOGY, WST  
16 FRANCHISE SYSTEMS LLC, WATER  
17 STATION MANAGEMENT, LLC, KEVIN  
18 NOONEY and ELIZABETH NOONEY, and  
19 the marital community comprised thereof,  
20 REFRESHING USA, LLC, SUMMIT  
21 MANAGEMENT SERVICES, LLC, IDEAL  
22 PROPERTY INVESTMENTS, LLC,  
23 REFRESHING CALIFORNIA L.L.C.,  
24 REFRESHING MONTANA, LLC,  
25 REFRESHING MID-ATLANTIC, LLC,  
REFRESHING CAROLINES, LLC,  
REFRESHING GREAT LAKES, LLC,  
WATERSTATION FINANCE COMPANY,  
LLC, REFRESHING GEORGIA, LLC,  
CREATIVE TECHNOLOGIES FLORIDA,  
LLC, REFRESHING FLORIDA, LLC, 2129  
ANDREA LANE LLC, 3209 VAN BUREN  
LLC, ICE & WATER VENDORS, LLC,  
IDEAL INDUSTRIAL PARK, LLC, IDEAL  
AZ PROPERTY INVESTMENTS, LLC, K-2  
ACQUISITION, LLC, EMERY  
DEVELOPMENT, LLC, ARIZONA WATER  
VENDORS INCORPORATED, WST AZ  
PROPERTIES LLC, 1118 VIRGINIA  
AVENUE LLC, 11519 SOUTH PETROPARK  
LLC, TCR PLUMBING, LLC, 3422 W  
CLARENDON AVE LLC, 1206 HEWITT  
AVE LLC, WATERSTATION  
TECHNOLOGY II, LLC, PISTOL, INC.,  
SMOKEY POINT HOLDINGS, LLC, 602  
SOUTH MEAN, LLC, 719 EDEN, LLC, 343

1 GROUP LLC, 4300 FOREST LLC, 70 NO  
2 GARDEN, LLC, 204 NWW LLC,  
3 WATERSTATION TECHVENTURE, LLC,  
4 WATER STATION HOLDINGS LLC,  
5 WATERSTATION TECHNOLOGY, LLC,  
6 REFRESHING COLORADO LLC,  
7 ARIZONA VENDORS INC., GOLDEN  
8 STATE VENDING, LLC, REFRESHING  
9 FLORIDA LLC, REFRESHING MIDWEST,  
10 LLC, REFRESHING MIDWEST REAL  
11 ESTATE, LLC, REFRESHING NEW  
12 MEXICO, LLC, REFRESHING NEW  
13 ENGLAND LLC, REFRESHING TEXAS  
14 LLC, REFRESHING OKLAHOMA LLC,  
15 REFRESHING WASHINGTON, LLC,  
16 SMART SODA HOLDINGS, INC.,  
17 VENDPRO, LLC d/b/a ELITEVEND,  
18 HARRISON STREET, LLC, 602 SOUTH  
19 MEADOW LLC, 8825 LLC, UNIBANK, U &  
20 I FINANCIAL CORP., SIMON BAI,  
21 STEPHANIE YOON, D. BENJAMIN LEE,  
22 PETER PARK, FIRST FED BANK, FIRST  
23 NORTHWEST BANKCORP, NORMAN  
24 TONINA, CRAIG CURTIS, JENNIFER  
25 ZACCARDO, CINDY FINNIE, DANA  
BEHAR, MATTEW DEINES, SHERILYN  
ANDERSON, GABRIEL GALANDA, LYNN  
TERWOERDS, LARRY HOUK,  
NORTHWEST FINANCIAL SERVICES,  
LLC, RICHARD WEAR,

Defendants.

Pursuant to Civil Rules 26, 33 and 34, Plaintiffs hereby propounds their First Interrogatories and Requests for Production (“Discovery Requests”) to Defendant First Fed Bank (“Defendant” or “you” or “your”).

### **INSTRUCTIONS**

1. These requests are directed to Defendant and cover all information in your possession, custody, and control, including information in the possession, custody, and control of Defendant, including without limitation your current or former officers or directors,

1 employees, agents, servants, representatives, Defendant's attorneys, or other persons directly  
2 or indirectly employed or retained by Defendant, or anyone else acting on Defendant's behalf  
3 or otherwise subject to Defendant's control, and any merged, consolidated, or acquired  
4 predecessor or successor, parent, subsidiary, division or affiliate.

5         2. Unless otherwise specifically provided herein, the documents that must be  
6 produced in response to the following requests for production include all responsive  
7 documents prepared, sent, dated, received, used, or in effect at any time during the period of  
8 January 1, 2015 through the present, including the date of any supplemental response ("the  
9 discoverable period").

10         3. Use of the singular or plural in these requests should not be deemed a limitation  
11 and the use of the singular should be construed to include, where appropriate, the plural. The  
12 conjunctive form "and" and the disjunctive form "or" are mutually interchangeable and  
13 encompass each other. The terms "any" and "all" are mutually interchangeable and encompass  
14 each other.

15         4. Plaintiffs request that any documents withheld in whole or in part from  
16 production based on a claim of privilege are assigned unique document control numbers; and  
17 each attachment to a document shall be treated as a separate document and separately logged,  
18 if withheld, and cross referenced, if produced. Please also provide a statement of the claim of  
19 privilege and all facts relied upon in support of the decision to withhold each document, in the  
20 form of a log, which, for each document withheld, states:

- 21             a. The document's control numbers;
- 22             b. All authors of the document;
- 23             c. All addressees of the document;
- 24
- 25

- 1 d. All recipients of the document, or of any copies of the document to the  
2 extent not included among the document's addressees;  
3  
4 e. The date of the document;  
5  
6 f. The nature or type of the privilege that you are asserting for the document  
7 (*e.g.* "attorney-client privilege");  
8  
9 g. A description of the subject matter of the document, describing the  
10 nature of the document in a manner that, while not revealing information  
11 that is itself privileged, provides sufficiently detailed information to  
12 enable Plaintiff to assess the applicability of the privilege claimed;  
13  
14 h. The request to which the document is responsive;  
15  
16 i. The document control numbers of any attachments to the document,  
17 regardless of whether any privilege is being asserted for such  
18 attachments; and  
19  
20 j. Whether the document has been produced in partially redacted form or  
21 withheld entirely.

22 5. The definition of "document" used herein includes data stored in any electronic  
23 form. You are required to review such data and determine whether it contains material  
24 responsive to these requests. If you have not already done so, you should immediately take all  
25 steps necessary to preserve the following categories of electronic data that contain information  
responsive to Plaintiff's discovery requests:

- a. All electronic mail, information about electronic mail (including but not  
limited to information on message contents, header information, and logs  
of electronic mail system usage), any attachments, and any other  
electronic communications including any data from instant messaging

1 programs, internet relay chat systems, or any voicemail programs  
2 containing information responsive to these requests;

3 b. All files containing information from electronic calendars or scheduling  
4 programs responsive to these requests;

5 c. All user-created files (including but limited to word processing files,  
6 spreadsheets, and slide presentations) that contain information  
7 responsive to these requests;

8 d. All databases (including all records and fields and structural information  
9 in such databases) or other data files that contain any information (such  
10 as sales, pricing, customer, financial, accounting, and billing  
11 information) responsive to these requests;

12 e. All logs of activity on computer systems that may have been used to  
13 process or to store electronic data containing information responsive to  
14 these requests;

15 f. All electronic data files created or used by spreadsheet programs that  
16 contain information responsive to these requests; and

17 g. All other electronic data containing information that is responsive to  
18 these requests.

19 6. Unless otherwise requested, electronic documents (*e.g.*, email) and data shall be  
20 produced in searchable electronic format as follows:

21 a. Unless otherwise stated, the requested production format for all  
22 documents is single page TIFF images with multi-page text files, load  
23 files and native links. The load file should be produced in a format  
24 capable of being imported into Relativity litigation software. The  
25



1 parties may confer on specific metadata fields and may agree to a  
2 different form of production. In all cases, however, you should  
3 produce documents in native format, or such other format upon which  
4 the parties mutually agree, and, in all cases, preserving original  
5 metadata and source information;

- 6 b. All image files should include an OCR text file;
- 7 c. All files should be labeled with a Bates or control number;
- 8 d. Parent/child attachment relationships should be maintained;
- 9 e. All image files should have a minimum resolution of 300 dpi and meet  
10 commonly accepted production standards to ensure that the image file is  
11 reliable and authentic;
- 12 f. The metadata fields should include: DocID, EndDoc, Document Date,  
13 Sent Date (for email), File Name, Email Subject, File Type or File  
14 Extension, Email To, Email From, Email CC, Author, Link to native file,  
15 Begattach/Endattach or attachrange, File Extension, MD5 Hash, and  
16 Custodian;
- 17 g. PowerPoint and Excel documents should be produced in native format  
18 with all metadata preserved, including speaker notes. Spreadsheets  
19 created with other software should be produced in a comma delimited  
20 format capable of being opened in Excel;
- 21 h. All hard copy documents for which native electronics files never existed,  
22 no longer exist, or are not reasonably accessible also should be produced  
23 in single TIFF format. This includes, but is not limited to, scanned  
24 images of those documents which contain unique information after they  
25

1                   were printed out, such as paper documents containing handwriting,  
2                   signatures, marginalia, drawings, annotations, highlighting, and  
3                   redactions. All scanned documents should be kept as they are in regular  
4                   course of business or in the alternative provide information identifying  
5                   the custodian for each document; and

- 6                   i.       Audio, video, or other recorded information shall be provided separately  
7                   on a DVD or other storage device capable of being played on Windows  
8                   in a .wav or .mpeg format.

9                   7.       If any document responsive to these requests is no longer in your possession,  
10                  custody, or control, state (i) what was done with the document; (ii) the identity and contact  
11                  information of the current custodian of the document; (iii) the reason for the transfer or  
12                  disposition of the document; and (iv) the identity and contact information of the person who  
13                  made the decision to transfer or dispose of the document.

14                  8.       If any document request cannot be answered fully, please provide as full an  
15                  answer as possible, with a complete statement of the reason for the inability to fully respond.

16                  9.       The propounding party acknowledges the possibility that you may object to a  
17                  particular document request as vague or burdensome. A party cannot always determine in  
18                  advance which requests might genuinely be vague or unduly burdensome to the opposing  
19                  party. It is anticipated that you will respond to all Requests for Production to the best of your  
20                  ability and in good faith, preserving any bona fide objections if necessary. It is further  
21                  anticipated, and good practice would certainly dictate, that you will promptly attempt to obtain  
22                  clarification regarding requests from the undersigned (who stand ready and willing to provide  
23                  any such clarity) if the facts of the particular situation so require. When in doubt, the request  
24                  should be interpreted consistent with their common meaning and standard English dictionary.  
25

10. These requests are continuing and, to the full extent required under CR 26(e), you must seasonably supplement your responses upon the discovery of new or additional information.

## DEFINITIONS

As used herein:

1. “Document(s)” means the original or any non-identical copies of all written, recorded, graphic material and all electronic data of every kind, whether prepared by you or by any other person, including drafts, that is in your possession, custody, or control, including but not limited to: memoranda, reports, letters, telegrams, and other communications recorded in any form or medium; notes, minutes, and transcripts of conferences, meetings and telephone or other communications; contracts and other agreements; checks, check registers, statements, ledgers, and other records of financial matters or commercial transactions; appointment books, calendars, notebooks, and diaries, including data in PDAs; maps, diagrams, graphs, and charts; plans and specifications; publications; photographs; photocopies; microfilm; and other copies or reproductions; computer printouts, tallies, tabulations, and summaries of sales or bids; and all file folders, file tabs, folder tabs, mailing envelopes, facsimile transmission cover sheets, and any other proof or indicia of mailing (if applicable) associated with each original. The term “document” includes spreadsheets, as well as underlying cell formulae and other codes. The term “document” also includes electronic mail messages and other documents and data stored in, or accessible through, computer or other information retrieval systems, such as personal computers, workstations, minicomputers, personal data assistants, archival voice storage systems, group and collaborative tools, electronic messaging devices, portable or removable storage media, mainframes, servers, backup disks and tapes, archive disks and tapes, and other forms of online or offline storage, whether on or off of your premises. The

1 term “document” includes all data (including metadata, embedded, hidden and other  
2 bibliographic or historical data describing or relating to documents created, revised, or  
3 distributed on computer systems) stored in electronic form or accessible through computer or  
4 other information retrieval systems, together with instructions and all other materials necessary  
5 to use or interpret this data. Unless specifically requested, the term “document” excludes non-  
6 electronic forms of invoices, bills of lading, purchase orders, customs declarations, and other  
7 similar documents of a purely transactional nature. The reference to specific types, categories,  
8 or formats of documents in any specific Request for Production in no way limits or diminishes  
9 the scope of the term “document” for purposes of the request.

10 2. “Communication(s)” means any oral or written expression, disclosure, transfer,  
11 transmission, or exchange of information or any nonverbal conduct of a person intended by  
12 that person to be a substitute for an oral or written expression, disclosure, transfer,  
13 transmission, or exchange of information, in whatever form, by whatever means, including,  
14 but not limited to, oral, written, face-to-face, email, telephone, facsimile, electronic, text  
15 messages, voicemail, postal mail, personal delivery, or otherwise.

16 3. “Identify” means:

- 17 a. In the case of a person other than a natural person, its legally registered  
18 name, the address of its principal place of business, its telephone number,  
19 and the name of its chief executive officer;
- 20 b. In the case of a natural person, his or her full name (including middle  
21 name), home address and telephone number, business address and phone  
22 number, last known cellular or mobile telephone number(s), their last  
23 known employer, the positions held by each person during the  
24 discoverable period, and the dates of tenure in each such position; and  
25

1 c. In the case of a communication, its date, its type (e.g., telephone  
2 conversation, letter, electronic mail, or meeting), the place where it  
3 occurred, the identity of the persons who made it, the identity of the  
4 persons who received it or who were present when it was made, and the  
5 subject matter discussed.

6 4. “Relating to” or “relate to” or “regarding” means directly or indirectly refer or  
7 pertain to, discuss, describe, reflect, contain, examine, analyze, study, report on, comment on,  
8 evidence, constitute, show, consider, recommend, concern, record, or set forth, in whole or in  
9 part.

10 5. “You” or “Your” or “First Fed” mean Defendant First Fed Bank and/or its  
11 partners, owners, members, agents, affiliates, subsidiaries, parents, servants, employees,  
12 officers, successors, licensees, partners, contractors (including, but not limited to, Turning  
13 Pointe), and assigns, and all persons acting in concert or participation with each or any of them  
14 or on any of their behalf.

15 6. “Wear” means Defendant Ryan Wear and/or any person or entity acting on his  
16 behalf.

17 7. “Houk” or “Larry Houk” means Defendant Larry Houk and/or Northwest  
18 Financial Services, LLC, and/or any person or entity acting on their behalf.

19 8. “Nooney” or “Kevin Nooney” means Defendant Kevin Nooney and/or any  
20 person or entity acting on his behalf.

21 9. “Unibank” means UniBank and/or its partners, owners, members, agents,  
22 affiliates, subsidiaries, parents, servants, employees, officers, successors, licensees, partners,  
23 contractors, and assigns, and all persons acting in concert or participation with each or any of  
24 them or on their behalf.  
25

1           10.    “Turning Point” means TurningPointe LLC d/b/a Turning Point Strategic  
2           Advisors and/or any of its partners, owners, members, agents, affiliates, subsidiaries, parents,  
3           servants, employees, officers, successors, licensees, partners, contractors, and assigns, and all  
4           persons acting in concern or participation with each or any of them or on their behalf

5           11.    “WST” means Defendant Creative Technologies and/or any subsidiary or  
6           affiliate thereof including, without limitation, the entity Defendants named in this matter that  
7           Plaintiffs allege are owned or controlled by Defendant Wear, including, without limitation,  
8           Ideal Property Investments, LLC, and its subsidiaries and affiliates, and/or any person or entity  
9           acting on any of their behalf.

10                               **REQUESTS FOR PRODUCTION**

11           **REQUEST FOR PRODUCTION 1:** Produce all documents and communications sent to or  
12           received from Larry Houk referencing and/or relating to any of the following:

- 13           a) Loan inquiries or applications submitted by WST and/or Wear and your review,  
14           investigation, and/or evaluation of such inquiries and/or applications;  
15           b) Loans to WST and/or any underwriting or pre- or post-closing due diligence activities  
16           relating to any such loans;  
17           c) Loans to Wear and/or underwriting or pre- or post-closing due diligence activities  
18           relating to any such loans;  
19           d) Loan inquiries, applications, and/or information submitted by or on behalf of any actual  
20           or potential investor in WST, including but not limited to the Plaintiffs in this action to  
21           whom First Fed issued loans;  
22           e) Loans to Plaintiffs or any other investor in WST and/or any underwriting or pre- or post-  
23           closing due diligence activities relating to any such loans;  
24  
25

- 1 f) Information regarding any WST-related collateral, including, without limitation, real  
2 estate, water vending machines, leases, and/or equipment lists;  
3 g) Referrals;  
4 h) Commissions or compensation paid to Houk;  
5 i) Any and all agreements or loan programs with WST and/or Wear, including without  
6 limitation credit referral and/or enhancement agreements, and all drafts thereof;  
7 j) Investments in WST;  
8 k) Potential investors in WST;  
9 l) The qualifications and/or financial means of investors in WST  
10 m) WST's business and/or financial information;  
11 n) WST's business practices, credit worthiness, and/or financial condition; and/or  
12 o) WST's solvency and/or ability to satisfy obligations.

13 **RESPONSE:**

14  
15 **REQUEST FOR PRODUCTION 2:** Produce all documents and communications sent to or  
16 received from Kevin Nooney referencing and/or related to any of the following:

- 17 a) Loan inquiries or applications submitted by WST and/or Wear and your review,  
18 investigation, and/or evaluation of such inquiries and/or applications;  
19 b) Loans to WST and/or any underwriting or pre- or post-closing due diligence activities  
20 relating to any such loans;  
21 c) Loans to Wear and/or underwriting or pre- or post-closing due diligence activities  
22 relating to any such loans;  
23  
24  
25

- 1 d) Loan inquiries, applications, and/or information submitted by or on behalf of any actual  
2 or potential investor in WST, including but not limited to the Plaintiffs in this action to  
3 whom First Fed issued loans;  
4  
5 e) Loans to Plaintiffs or any other investor in WST and/or any underwriting or pre- or post-  
6 closing due diligence activities relating to any such loans;  
7  
8 f) Information regarding any WST-related collateral, including, without limitation, real  
9 estate, water vending machines, leases, and/or equipment lists;  
10  
11 g) Referrals;  
12  
13 h) Commissions or compensation paid to Houk;  
14  
15 i) Any and all agreements or loan programs with WST and/or Wear, including without  
16 limitation credit referral and/or enhancement agreements, and all drafts thereof;  
17  
18 j) Investments in WST;  
19  
20 k) Potential investors in WST;  
21  
22 l) The qualifications and/or financial means of investors in WST  
23  
24 m) WST's business and/or financial information;  
25  
n) WST's business practices, credit worthiness, and/or financial condition; and/or  
o) WST's solvency and/or ability to satisfy obligations.

**RESPONSE:**

**REQUEST FOR PRODUCTION 3:** Produce all documents and communications sent to or received from Wear referencing and/or related to any of the following:

- a) Loan inquiries or applications submitted by WST and/or Wear and your review, investigation, and/or evaluation of such inquiries and/or applications;



- 1 b) Loans to WST and/or any underwriting or pre- or post-closing due diligence activities  
2 relating to any such loans;  
3 c) Loans to Defendant Wear and/or underwriting or pre- or post-closing due diligence  
4 activities relating to any such loans;  
5 d) Loan inquiries, applications, and/or information submitted by or on behalf of any actual  
6 or potential investor in WST, including but not limited to the Plaintiffs in this action to  
7 whom First Fed issued loans;  
8 e) Loans to Plaintiffs or any other investor in WST and/or any underwriting or pre- or post-  
9 closing due diligence activities relating to any such loans;  
10 f) Information regarding any WST-related collateral, including, without limitation, real  
11 estate, water vending machines, leases, and/or equipment lists;  
12 g) Referrals;  
13 h) Commissions or compensation paid to Houk;  
14 i) Any and all agreements or loan programs with WST and/or Wear, including without  
15 limitation credit referral and/or enhancement agreements, and all drafts thereof;  
16 j) Investments in WST;  
17 k) Potential investors in WST;  
18 l) The qualifications and/or financial means of investors in WST  
19 m) WST's business and/or financial information;  
20 n) WST's business practices, credit worthiness, and/or financial condition; and/or  
21 o) WST's solvency and/or ability to satisfy obligations.

22 **RESPONSE:**  
23  
24  
25

**REQUEST FOR PRODUCTION 4:** Produce all documents and communications sent to or received from Turning Point referencing and/or related to any of the following:

- a) Loan inquiries or applications submitted by WST and/or Wear and your review, investigation, and/or evaluation of such inquiries and/or applications;
- b) Loans to WST and/or any underwriting or pre- or post-closing due diligence activities relating to any such loans;
- c) Loans to Wear and/or underwriting or pre- or post-closing due diligence activities relating to any such loans;
- d) Loan inquiries, applications, and/or information submitted by or on behalf of any actual or potential investor in WST, including but not limited to the Plaintiffs in this action to whom First Fed issued loans;
- e) Loans to Plaintiffs or any other investor in WST and/or any underwriting or pre- or post-closing due diligence activities relating to any such loans;
- f) Information regarding any WST-related collateral, including, without limitation, real estate, water vending machines, leases, and/or equipment lists;
- g) Referrals;
- h) Commissions or compensation paid to Defendant Houk;
- i) Any and all agreements or loan programs with WST and/or Wear, including without limitation credit referral and/or enhancement agreements, and all drafts thereof;
- j) Investments in WST;
- k) Potential investors in WST;
- l) The qualifications and/or financial means of investors in WST
- m) WST's business and/or financial information;
- n) WST's business practices, credit worthiness, and/or financial condition; and/or

- 1 o) WST's solvency and/or ability to satisfy obligations.

2 **RESPONSE:**

3  
4 **REQUEST FOR PRODUCTION 5:** Produce all documents and communications sent to or  
5 received from Unibank referencing and/or relating to any of the following:

- 6 a) Loan inquiries or applications submitted by WST and/or Wear and your review,  
7 investigation, and/or evaluation of such inquiries and/or applications;  
8 b) Loans to WST and/or any underwriting or pre- or post-closing due diligence activities  
9 relating to any such loans;  
10 c) Loans to Wear and/or underwriting or pre- or post-closing due diligence activities  
11 relating to any such loans;  
12 d) Loan inquiries, applications, and/or information submitted by or on behalf of any actual  
13 or potential investor in WST, including but not limited to the Plaintiffs in this action to  
14 whom First Fed issued loans;  
15 e) Loans to Plaintiffs or any other investor in WST and/or any underwriting or pre- or post-  
16 closing due diligence activities relating to any such loans;  
17 f) Information regarding any WST-related collateral, including, without limitation, real  
18 estate, water vending machines, leases, and/or equipment lists;  
19 g) Referrals;  
20 h) Commissions or compensation paid to Defendant Houk;  
21 i) Any and all agreements or loan programs with WST and/or Wear, including without  
22 limitation credit referral and/or enhancement agreements, and all drafts thereof;  
23 j) Investments in WST;  
24 k) Potential investors in WST;  
25

- l) The qualifications and/or financial means of investors in WST
- m) WST's business and/or financial information;
- n) WST's business practices, credit worthiness, and/or financial condition; and/or
- o) WST's solvency and/or ability to satisfy obligations.

**RESPONSE:**

**REQUEST FOR PRODUCTION 6:** To the extent not produced in response to previous requests, produce all documents and communications sent to or received WST referencing and/or related to any of the following:

- a) Loan inquiries or applications submitted by WST and/or Wear and your review, investigation, and/or evaluation of such inquiries and/or applications;
- b) Loans to WST and/or any underwriting or pre- or post-closing due diligence activities relating to any such loans;
- c) Loans to Defendant Wear and/or underwriting or pre- or post-closing due diligence activities relating to any such loans;
- d) Loan inquiries, applications, and/or information submitted by or on behalf of any actual or potential investor in WST, including but not limited to the Plaintiffs in this action to whom First Fed issued loans;
- e) Loans to Plaintiffs or any other investor in WST and/or any underwriting or pre- or post-closing due diligence activities relating to any such loans;
- f) Information regarding any WST-related collateral, including, without limitation, real estate, water vending machines, leases, and/or equipment lists;
- g) Referrals;
- h) Commissions or compensation paid to Houk;

- 1 i) Any and all agreements or loan programs with WST and/or Wear, including without  
2 limitation credit referral and/or enhancement agreements, and all drafts thereof;  
3 j) Investments in WST;  
4 k) Potential investors in WST;  
5 l) The qualifications and/or financial means of investors in WST  
6 m) WST's business and/or financial information;  
7 n) WST's business practices, credit worthiness, and/or financial condition; and/or  
8 o) WST's solvency and/or ability to satisfy obligations.

9 **RESPONSE:**

10  
11 **REQUEST FOR PRODUCTION 7:** To the extent not produced in response to previous  
12 requests, produce all documents and communications with any party or third party (other than  
13 your legal counsel) referencing and/or related to any of the following:

- 14 a) Loan inquiries or applications submitted by WST and/or Defendant Wear and your  
15 review, investigation, and/or evaluation of such inquiries and/or applications;  
16 b) Loans to WST and/or any underwriting or pre- or post-closing due diligence activities  
17 relating to any such loans;  
18 c) Loans to Defendant Wear and/or underwriting or pre- or post-closing due diligence  
19 activities relating to any such loans;  
20 d) Loan inquiries, applications, and/or information submitted by or on behalf of any actual  
21 or potential investor in WST, including but not limited to the Plaintiffs in this action to  
22 whom First Fed issued loans;  
23 e) Loans to Plaintiffs or any other investor in WST and/or any underwriting or pre- or post-  
24 closing due diligence activities relating to any such loans;  
25

- 1 f) Information regarding any WST-related collateral, including, without limitation, real  
2 estate, water vending machines, leases, and/or equipment lists;  
3 g) Referrals;  
4 h) Commissions or compensation paid to Defendant Houk;  
5 i) Any and all agreements or loan programs with WST and/or Wear, including without  
6 limitation credit referral and/or enhancement agreements, and all drafts thereof;  
7 j) Investments in WST;  
8 k) Potential investors in WST;  
9 l) The qualifications and/or financial means of investors in WST  
10 m) WST's business and/or financial information;  
11 n) WST's business practices, credit worthiness, and/or financial condition; and/or  
12 o) WST's solvency and/or ability to satisfy obligations.

13 **RESPONSE:**

14  
15 **REQUEST FOR PRODUCTION 8:** Produce all documents and communications referencing  
16 and/or related to whether any loans to WST, loans to fund any investor's investment in WST,  
17 and/or loan programs or portfolio related to WST or Wear comply with and/or violate U.S.  
18 Small Business Administration ("SBA") rules, policies, guidelines, regulations and/or  
19 standards.

20 **RESPONSE:**

21  
22 **REQUEST FOR PRODUCTION 9:** Produce all documents and communications referencing  
23 and/or related to whether any loans to WST, loans to fund any investor's investment in WST,  
24  
25

1 and/or loan programs or portfolio related to WST or Wear comply with and/or violate Federal  
2 Deposit Insurance (“FDIC”) rules, policies, guidelines, regulations and/or standards.

3 **RESPONSE:**

4  
5 **REQUEST FOR PRODUCTION 10:** Produce all documents and communications  
6 referencing and/or related to whether any loans to WST, loans to fund any investor’s investment  
7 in WST, and/or loan programs or portfolio related to WST or Wear comply with and/or violate  
8 Washington State Department of Financial Institutions (“DFI”) rules, policies, guidelines,  
9 regulations and/or standards.

10 **RESPONSE:**

11  
12 **REQUEST FOR PRODUCTION 11:** Produce all documents and communications  
13 referencing and/or related to whether any loans to WST, loans to fund any investor’s investment  
14 in WST, and/or loan programs or portfolio related to WST or Wear comply with and/or violate  
15 your internal rules, policies, guidelines, regulations and/or standards.

16 **RESPONSE:**

17  
18 **REQUEST FOR PRODUCTION 12:** Produce all documents and communications sent to or  
19 received from the SBA, FDIC, or DFI, referencing and/or related to WST and/or loans to WST  
20 investors.

21 **RESPONSE:**

22  
23 **REQUEST FOR PRODUCTION 13:** Produce all documents and communications sent to or  
24 received from FDIC referencing and/or related to WST and or loans to WST investors.  
25

1 **RESPONSE:**

2  
3 **REQUEST FOR PRODUCTION 14:** Produce all documents and communications sent to or  
4 received from DFI referencing and/or related to WST and or loans to WST investors.

5 **RESPONSE:**

6  
7 **REQUEST FOR PRODUCTION 15:** To the extent not produced in response to the previous  
8 requests stated herein, produce all documents and communications referencing and/or related  
9 to any supervision, evaluation, and/or investigation conducted by DFI, SBA, FDIC, and/or any  
10 other state or federal agency or regulatory entity referencing and/or related to WST and or loans  
11 to WST investors.

12 **RESPONSE:**

13  
14 **REQUEST FOR PRODUCTION 16:** Produce all commercial lending rules, policies,  
15 guidance, and/or procedures regarding loan eligibility, loan products, loan staff and loan  
16 committees, loan underwriting and/or due diligence, transactions with brokers, loan approval,  
17 loan closing, loan monitoring, portfolio management, delinquency, loan foreclosure and/or loan  
18 write-offs.

19 **RESPONSE:**

20  
21 **REQUEST FOR PRODUCTION 17:** Produce all documents and communications related to  
22 secured and unsecured lending authorities of each employee who worked on or assisted with  
23 loans related in any way to WST, including, without limitation, Kasi O’Leary and Kevin  
24 McDaniel.  
25



1 **RESPONSE:**

2  
3 **REQUEST FOR PRODUCTION 18:** Produce all personnel files for each employee who  
4 worked on or assisted with loans related to WST, including, without limitation, Kasi O’Leary  
5 and Kevin McDaniel.

6 **RESPONSE:**

7  
8 **REQUEST FOR PRODUCTION 19:** Produce all documents and communications reflecting  
9 or related to any meeting minutes, resolutions, directives, or any other corporate action or  
10 oversight by your directors, governors, board of directors, board of governors, and/or any  
11 subcommittee or work group thereof, from January 1, 2019 to present.

12 **RESPONSE:**

13  
14 **REQUEST FOR PRODUCTION 20:** Produce all documents and communications reflecting  
15 or related to any meeting minutes, resolutions, directives, or any other corporate action or  
16 oversight by your loan committee and/or members of the loan committee, and/or any  
17 subcommittee or work group thereof, from January 1, 2019 to present.

18 **RESPONSE:**

19  
20 **REQUEST FOR PRODUCTION 21:** Produce all documents and communications reflecting  
21 or related to any meeting minutes, resolutions, directives, or any other corporate action or  
22 oversight by your audit committee and/or members of the audit committee, and/or any  
23 subcommittee or work group thereof, from January 1, 2019 to present.

24 **RESPONSE:**

1 **REQUEST FOR PRODUCTION 22:** Produce all documents and communications reflecting  
2 and/or related to any reports or findings of internal or external audits or investigations from  
3 January 1, 2019 to present.

4 **RESPONSE:**  
5

6 **REQUEST FOR PRODUCTION 23:** To the extent not produced in response to the previous  
7 requests stated herein, complete credit and loan files regarding any and all actual or potential  
8 investors in WST, including Plaintiffs to whom you issued loans.

9 **RESPONSE:**  
10

11 **REQUEST FOR PRODUCTION 24:** Produce a complete record of payments to Larry Houk  
12 and/or Northwest Finding Services LLC from January 1, 2015 to present.

13 **RESPONSE:**  
14

15 **REQUEST FOR PRODUCTION 25:** To the extent not produced in response to the previous  
16 requests stated herein, produce all documents and communications reflecting or related to any  
17 contracts and/or agreements with any of the Defendants named herein, including any drafts  
18 related thereto.

19 **RESPONSE:**  
20

21 **REQUEST FOR PRODUCTION 26:** Produce all account statements, signature cards, wire  
22 transfer receipts, deposited items, and/or cancelled checks, regarding Wear or WST.

23 **RESPONSE:**  
24  
25

1 **REQUEST FOR PRODUCTION 27:** To the extent not produced in response to the previous  
2 requests stated herein, produce all documents and communications reflecting or related to any  
3 suspicious activity reports, AML compliance, FinCen compliance, fraud prevention and/or  
4 fraud alerts, and/or internal compliance with respect to Wear or WST.  
5

6 **RESPONSE:**  
7

8 **REQUEST FOR PRODUCTION 28:** To the extent not produced in response to the previous  
9 requests stated herein, produce all documents and communications reflecting or related to any  
10 contracts and/or agreements with any of the Plaintiffs named herein to whom you issued a loan,  
11 including any drafts related thereto.  
12

13 **RESPONSE:**  
14

15 **REQUEST FOR PRODUCTION 29:** To the extent not produced in response to the previous  
16 requests stated herein, produce all communications referencing or related to any of the  
17 Defendants named herein.  
18

19 **RESPONSE:**  
20

21 **REQUEST FOR PRODUCTION 30:** Produce all documents and communications  
22 referencing and/or related to WST's Main Street Loan, including, but not limited to, any  
23 applications for the Main Street Loan, the approval, issuance, and/or administration of the Main  
24 Street Loan, and/or the default and/or collateralization of the Main Street Loan.  
25

**RESPONSE:**

1 **REQUEST FOR PRODUCTION 31:** Produce all documents and communications  
2 referencing and/or related to whether any loans to WST, loans to fund any investor's investment  
3 in WST, and/or loan programs or portfolio related to WST or Wear comply with and/or violate  
4 industry rules, policies, guidelines, regulations and/or standards.

5 **RESPONSE:**

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7  
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9  
10 DATED this 8th day of July, 2024.

11  
12 CORR CRONIN LLP

13 *s/John T. Bender*

14 John T. Bender, WSBA No. 49658  
15 Kristen Barnhart, WSBA No. 51135  
16 CORR CRONIN LLP  
17 1015 Second Avenue, Floor 10  
18 Seattle, WA 98104-1001  
19 Telephone: 206-625-8600  
20 Email: [jbender@corrchronin.com](mailto:jbender@corrchronin.com),  
21 *Counsel for Plaintiffs*

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**CERTIFICATE OF SERVICE**

The undersigned certifies that on the below date, I caused a true and correct copy of the foregoing document to be served on the following parties via electronic mail:

Patrick L. Vail, WSBA No. 34513  
PATRICK L. VAIL, PLLC  
1000 2 Avenue, Suite 1770  
Seattle, WA 98104  
(206) 624-5824 Phone  
(206) 694-4601 Fax  
pvail@pvaillaw.com  
ljduenas@pvaillaw.com  
*Attorneys for Defendants*

Joel Ard, WSBA No. 40104  
ARD LAW GROUP PLLC  
PO Box 11633  
Bainbridge Island, WA 98110-5633  
Phone: (206) 701-9243  
joel@ard.law  
*Attorney for the Nooney Parties*

Nathan Riordan, WSBA No. 33926  
600 Stewart St Ste 1300  
Seattle, WA 98101-1255  
Phone: (206) 903-0401  
nate@wrlawgroup.com  
*Attorney for Defendants*

Gregory R. Fox, WSBA No. 30559  
Andrew G. Yates, WSBA No. 34239  
Devon J. McCurdy, WSBA No. 52663  
Lane Powell PC  
1420 Fifth Avenue, Suite 4200  
Seattle, Washington 98101  
Telephone: 206.223.7000  
foxg@lanepowell.com yatesa@lanepowell.com  
norbya@lanepowell.com  
docketing@lanepowell.com  
*Counsel for Defendants First Fed Bank, First*

1 *Northwest Bancorp, Norman Tonina, Craig Curtis, Jennifer*  
2 *Zaccardo, Cindy Finnie, Dana Behar, Matthew Deines, Sherilyn*  
3 *Anderson, Gabriel Galanda, and Lynn Terwoerds*

4 Aimee S. Willig, WSBA #22859  
5 Armand J. Kornfeld, WSBA #17214  
6 BUSH KORNFELD LLP LAW OFFICES  
7 601 Union St., Suite 5000  
8 Seattle, Washington 98101-2373  
9 Telephone (206) 292-2110  
10 jkornfeld@bskd.com  
11 awillig@bskd.com  
12 *Attorneys for Plaintiffs*

13 DATED: July 8, 2024, at Seattle, Washington.

14 s/ Tia Uy  
15 Tia Uy, Legal Assistant  
16 tuy@corrchronin.com  
17  
18  
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